

COLLECTIVE AGREEMENT

BETWEEN

inspiring hearts  MINDS



THE CANADIAN ROCKIES SCHOOL DIVISION

AND

CUPE / *Canadian Union
of Public Employees*

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4306

EXPIRY DATE: AUGUST 31, 2028


Canadian Office &
Professional Employees
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TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 – DEFINITIONS.....	2
ARTICLE 2 – UNION RECOGNITION.....	3
ARTICLE 3 – NO DISCRIMINATION OR HARASSMENT.....	3
ARTICLE 4 – DUES DEDUCTIONS.....	4
ARTICLE 5 – SENIORITY.....	4
ARTICLE 6 – PROMOTIONS.....	5
ARTICLE 7 – LAYOFF AND RECALL.....	5
ARTICLE 8 – DISCHARGE, SUSPENSION AND DISCIPLINE.....	6
ARTICLE 9 – GRIEVANCE PROCEDURE.....	6
ARTICLE 10 – ARBITRATION.....	8
ARTICLE 11 – HOURS OF WORK.....	9
ARTICLE 12 – OVERTIME.....	9
ARTICLE 13 – HOLIDAYS.....	9
ARTICLE 14 – VACATION.....	10
ARTICLE 15 – SICK LEAVE.....	10
ARTICLE 16 – LEAVE OF ABSENCE.....	11
ARTICLE 17 – OCCUPATIONAL HEALTH AND SAFETY.....	13
ARTICLE 18 – PAYMENT OF WAGES.....	14
ARTICLE 19 – PENSION PLAN.....	14
ARTICLE 20 – MANAGEMENT RIGHTS.....	14
ARTICLE 21 – BENEFITS.....	14
ARTICLE 22 – TERM OF COLLECTIVE AGREEMENT.....	15
SCHEDULE A – HOURLY RATES.....	17
LETTER OF UNDERSTANDING #1.....	21
RE: LAND ACKNOWLEDGEMENT FOR PREAMBLE.....	21
LETTER OF UNDERSTANDING #2.....	22
RE: VIOLENCE AND HARASSMENT IN THE WORKPLACE.....	22

COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN ROCKIES SCHOOL DIVISION
(hereinafter called "THE EMPLOYER")
PARTY OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4306
Chartered by the Canadian Union of Public Employees,
(hereinafter called "THE UNION")
PARTY OF THE SECOND PART

PREAMBLE

WHEREAS it is the desire of both parties to this Collective Agreement:

- (1) To maintain the existing harmonious relations of employment between the Employer and the Union;
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages;
- (3) To encourage efficiency in operation;
- (4) To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.

AND WHEREAS the parties desire that methods of bargaining and all matters pertaining to the work conditions of the Employees be drawn up in a Collective Agreement.

IT IS AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

- 1.01 Regular Full-Time Employee – A regular full-time Employee is an Employee who is employed to fill a regular full-time position established by the Employer and works the full-time hours of work as set out under Article 11.
- 1.02 Regular Part-Time Employee - A regular part-time Employee is an Employee who is employed to fill a regular part-time position established by the Employer and who on a daily or weekly basis works less than the hours of a regular full-time Employee. Wages, benefits, and other provisions of this Collective Agreement shall be prorated according to the proportion that weekly hours of work bear to the weekly hours of work of regular full-time Employees. To be eligible for insurance benefits a regular part-time Employee must work more than 15 hours per week.
- 1.03 (a) Probationary Employee – A probationary Employee is a regular Employee who is serving the required probationary period under clause 1.03 (b).
- (b) A regular Employee shall serve a probationary period of six hundred and thirty (630) straight time hours worked, or six (6) consecutive operational months from date of hire, whichever occurs last. The employment of a regular Employee may be terminated at any time during the probationary period and such action by the Employer shall not be the subject of any grievance, nor subject to any grievance procedure or arbitration proceeding.
- (c) An Employee shall serve only one (1) probationary period during continuous employment with the Employer.
- 1.04 (a) Temporary Employee – A temporary Employee is an Employee employed to fill a temporary position on a full-time or part-time basis for up to 12 months. Temporary Employees who have been continuously employed for periods of 12 months shall be considered regular full-time or regular part-time as the case may be.
- (b) For temporary Employees, other than those benefits required by law, Schedule A and the grievance procedure, no other provisions of this Collective Agreement shall apply to temporary Employees.
- 1.05 (a) Casual Employee – A casual Employee is an Employee who is utilized in an on-call relief situation to cover such work as sick leave, leave of absence, vacation, etc.
- (b) For casual Employees, other than those benefits required by law, the start rate in Schedule A and the grievance procedure, no other provisions of this Collective Agreement shall apply.
- 1.06 Employee – When Employee is used in the Collective Agreement it means “regular Employee” unless otherwise stated.

ARTICLE 2 – UNION RECOGNITION

- 2.01 The Employer, or anyone authorized to act on its behalf recognizes the Canadian Union of Public Employees, Local 4306 as the sole collective bargaining agent for the unit of Employees described in the current certificate #158-2000 issued by the Alberta Labour Relations Board, excepting those Employees employed in the capacity of lunchroom monitor.
- 2.02 All correspondence between the parties arising out of this Collective Agreement or incidental thereto, shall pass to and from the Employer's Secretary Treasurer or designate, and the President of the Union or designate.
- 2.03 The Employer shall provide a designated space on an existing bulletin board in each facility for the Union to post notices.
- 2.04 Correspondence
- On or before October 31, February 28, and May 31 each school year, the Union will be provided the names, addresses, phone numbers (if available), date of hire (School Division), date of hire (Classification), and work location of all Employees.
- 2.05 The Employer and the Union agree that all Employees shall provide a minimum of two (2) full weeks of notice of their intention to terminate employment in order to terminate in good standing.
- 2.06 Contracting Out
- No Employee(s) shall lose their employment, nor suffer a reduction in regular wages or hours of work, as specified in this Collective Agreement, as a result of Contracting Out.
- 2.07 Subject to availability, the Employer shall make reasonable efforts to provide Casual Employees to cover for absences of Regular Employees.

ARTICLE 3 – NO DISCRIMINATION OR HARASSMENT

- 3.01 (a) The Employer and the Union agree not to discriminate against any Employee covered by this Collective Agreement with respect to the protected grounds provided for in Human Rights legislation or the *Alberta Labour Relations Code*. Such protected grounds for discrimination include, but are not limited to mental or physical disability, gender, gender identity, gender expression, sexual orientation, race, colour, religious beliefs, political belief, ancestry, place of origin, age, marital status, family status, source of income, or by reason of their membership or non-membership in a labour union.
- (b) The Employer shall maintain a policy addressing discrimination and harassment. Any complaint alleging discrimination or harassment shall be dealt with through this policy as the initial step in addressing the complaint.

- (c) Article 3.01 (a) shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

ARTICLE 4 – DUES DEDUCTIONS

- 4.01 After the signing of this Collective Agreement existing Employees who are or who become Union members shall remain Union members in good standing; new Employees shall, as a condition of employment, become members within thirty (30) days of commencing employment and shall remain members in good standing.
- 4.02 Monthly Union dues shall be deducted from every Employee covered by this Collective Agreement and forwarded to the Treasurer of the Local by the fifteenth (15th) day of the following month, along with a listing of Employees from whom dues have been deducted.
- 4.03 Union dues deduction shall be included on the Employee's T-4 Slip.

ARTICLE 5 – SENIORITY

- 5.01
 - (a) General seniority date is defined as the length of service with the Employer from the last date of hire in a regular position and shall be bridged during periods of shut down.
 - (b) Seniority date in current classification is defined as the date a regular Employee began in their current classification.
 - (c) The Employer shall maintain an up-to date seniority list and shall supply the Union with a copy of this list by April 1st and October 1st of each year. The seniority list will include each person's name, current classification, location, general seniority date, seniority date in current classification, and employment status (active or on leave). Any discrepancies shall be brought to the Employer's attention within thirty (30) calendar days.
- 5.02 Seniority shall be lost and employment is deemed terminated:
 - (a) when an Employee fails to return to work within seven (7) calendar days when recalled from layoff.
 - (b) when an Employee is laid off for a period of more than twelve (12) consecutive months.
 - (c) after twelve (12) consecutive months of inactive service with the Employer.
 - (d) upon termination.
 - (e) upon resignation.
 - (f) upon retirement.

ARTICLE 6 – PROMOTIONS

- 6.01 (a) When the Employer is filling a vacant regular position, applications from current Employees who are part of the bargaining unit shall be considered at the same time as all other applicants. Where the Employer determines that the educational system needs are best met and the Employer has assessed that the ability and required qualifications are equal between two (2) or more candidates, the senior applicant shall be awarded the position. An unsuccessful current Regular Employee may request feedback from the Employer as to why they were not chosen for the position. If applicable, the Employer may also offer suggestions on areas of improvement which might assist the Employee in being successful in future applications.
- (b) Subject to clause 2.05, the Employer shall post vacant or newly created regular positions for seven (7) calendar days.
- 6.02 Promoted Employees shall be on a trial period of two hundred (200) hours worked. Should the Employee be deemed by the Employer to be unsatisfactory in the new regular position, or should the Employee during the trial period decide not to continue in the new regular position, they shall revert to their former position and wage rate if the position is vacant, or be placed in the first available position for which they are qualified.
- 6.03 In promotion of Employees where the Employer feels ability and required qualifications are equal, the senior applicant shall be awarded the regular position.

ARTICLE 7 – LAYOFF AND RECALL

- 7.01 A layoff shall be defined as a reduction in the workforce or a reduction in the standard hours of work as defined in this Collective Agreement. Where an Employee reaches a mutually satisfactory arrangement with the Employer regarding the reduction in the standard hours of work, the provisions of this Article shall be waived.
- 7.02 For other than pre-scheduled layoff, the Employer shall provide as much notice as possible but shall provide no less than fourteen (14) calendar days of notice of layoff.
- 7.03 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off by classification in the reverse order of seniority provided the remaining Employees have the required qualifications to perform the work available.
- 7.04 (a) Employees shall be recalled by classification in order of seniority provided they have the required qualifications to perform the work that is available. Recall shall be deemed to have been carried out ten (10) calendar days following the registration of a letter to the last known address of the Employee.
- (b) On the first business day of each calendar month, Employees on lay-off shall contact the Employer to confirm availability for work and to provide current contact information. Failure by an Employee to comply with these requirements shall be deemed a resignation from employment with the Employer.

- 7.05 No new Employees shall be hired until those Employees on layoff have been given the opportunity of recall. Recall rights shall terminate following twelve (12) consecutive months of lay-off.
- 7.06 If a regular position becomes available due to an Employer approved leave of absence for the incumbent and the regular position is known to be available for a period longer than seventy (70) working days, temporary staffing for the available regular position will first occur from Employees on layoff, subject to the provisions of Article 7. Should the Employer not find a suitable replacement from those Employees on layoff, the temporary employment opportunity will be posted by the Employer in accordance with Article 6.

ARTICLE 8 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 8.01 Where a supervisor intends to interview an Employee for the purpose of issuing written discipline, the supervisor shall notify the Employee in advance of the purpose of the interview. The Employee may forthwith contact their Shop Steward and the Shop Steward may be present at the interview.
- 8.02 Whenever the Employer deems it necessary to censure an Employee in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Employee with a copy to the Union. An Employee considered by the Union to be wrongfully or unjustly disciplined shall be entitled to a hearing commencing with Step 2 of the grievance procedure.
- 8.03 The Employer may suspend or discharge any Employee for just cause. An Employee considered by the Union to be wrongfully or unjustly suspended or discharged shall be entitled to a hearing commencing with Step 3 of the grievance procedure.
- 8.04 A copy of any report on, or evaluation of, an Employee that is to become part of the Employee's personnel file shall be given to the Employee. The Employee's written reply or comments in regard to such a report or evaluation must also become part of the Employee's personnel file. On request, an Employee may examine their personnel file. File documents more than twenty-four (24) months old will not be used in disciplinary proceedings and shall be removed from the files of the Employer.
- 8.05 The Employer and the Union agree to adhere to the principle of progressive discipline.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 The Employer acknowledges the right of the Union to appoint, or otherwise select, Shop Stewards who shall be an Employee(s) of the Employer and the appointment of Shop Stewards shall be communicated to the Employer.

- 9.02 Should a dispute arise between the Employer and any Employee(s) regarding the interpretation, meaning, operation, or application of this Collective Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Collective Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:
- Step 1 - Within fourteen (14) calendar days of the alleged occurrence of a possible dispute, an attempt shall be made to verbally settle the dispute between the Employee and the immediate supervisor. Upon failure to settle the dispute with the immediate supervisor, the aggrieved Employee shall submit the grievance to the appropriate Shop Steward or Union official.
- Step 2 - Failing agreement being reached at Step 1, if the Union considers the grievance to be justified, the Employee(s) concerned, together with the Shop Steward or Union official, shall first submit the grievance in writing stating the grievance concerned to the Employer's Secretary-Treasurer within twenty-eight (28) calendar days of the alleged occurrence of a possible dispute. The Employer shall render a decision in writing to the Union within fourteen (14) calendar days of receipt of the grievance. If requested, a meeting shall be held at this step.
- Step 3 - Failing agreement being reached at Step 2, application may be made to the Employer's Superintendent in writing within fourteen (14) calendar days of the Employer's response at Step 2, stating the grievance concerned and a hearing shall be granted with the Superintendent or designate following the application. The Superintendent or designate shall render a decision in writing to the Union within fourteen (14) calendar days of the hearing.
- Step 4 - Failing agreement being reached at Step 3, within thirty (30) calendar days following the written decision at Step 3, the Employer or the Union may refer the dispute to arbitration.
- 9.03 Where a dispute involving a question of general application or interpretation occurs or Employee termination, the Employer and the Union may agree to by-pass Steps 1 and 2 of this Article provided that notice is given within fourteen (14) calendar days of the alleged grievance.
- 9.04 Replies to grievances shall be in writing except for Step 1.
- 9.05 Grievances settled within the time allowed shall date from the time the grievance was filed.
- 9.06 The Employer shall supply the necessary facilities for the grievance meetings.
- 9.07 Amending of Time Limits
- Time limits set out for processing of grievances and arbitrations shall be adhered to except in the case of mutual agreement in writing to alter the time limits. If the Union fails to comply with the provisions of the grievance procedure the grievance is at an end.

If the respondent fails to comply with the provision of this procedure the grievance proceeds to the next step.

- 9.08 The Employer and the Union agree to consider "Grievance Mediation" as an alternative disputes resolution process for those issues that have been or may be referred to an Arbitration Panel.

Grievance Mediation may be entered into by mutual consent in writing and further, unless mutually agreed otherwise in writing, the results of such mediation are not binding nor do they preclude continuing with the arbitration process.

ARTICLE 10 – ARBITRATION

10.01 Composition of Arbitration Panel

When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing, within the aforesaid thirty (30) calendar days in Step 4, addressed to the other party of the Collective Agreement and naming their appointee to an Arbitration Panel, along with the address of their appointee. Within fourteen (14) calendar days, the other party shall provide the name and address of its appointee. If the recipient of the notice fails to appoint their appointee, or if the two appointees fail to agree upon a Chair within thirty (30) calendar days, the appointment shall be made by the Director of Mediation upon the request of either party.

10.02 Arbitration Procedure

The Arbitration Panel may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it. The decision of a majority shall be the decision of the Arbitration Panel.

10.03 Expenses of the of Arbitration Panel

Each party shall pay:

- (a) The fees and expenses of the nominee it appoints; and
- (b) One-half the fees and expenses of the Chair.

- 10.04 The Arbitration Panel shall not be empowered to alter or amend any of the terms of this Collective Agreement. However, in grievances concerning discipline, the Arbitration Panel shall have the right to alter or amend any penalty or disciplinary action imposed by the Employer.

- 10.05 As an alternative to the above outlined three-person panel, the Employer and the Union may by mutual agreement in writing, appoint a single arbitrator who shall then constitute the Arbitration Panel.

ARTICLE 11 – HOURS OF WORK

11.01 The standard hours of work shall be:

Seven (7) hours per day for all Support Staff, except Education Assistants who shall work a six (6) hour day.

The standard work year shall approximately follow the school calendar. The specific work calendar shall be determined by the end of May each year as part of the budget preparations.

11.02 Employees working in excess of five (5) consecutive hours per day shall be entitled to at least a one half (1/2) hour unpaid meal break.

11.03 Where practicable, the Employer will provide notice of five (5) calendar days to an Employee where a permanent change in the hours of work for that Employee will occur.

ARTICLE 12 – OVERTIME

12.01 Hours worked in excess of the above standard hours shall be deemed to be overtime hours and shall only be permitted on the following basis: the overtime must be preauthorized by the Administrator and the Employee affected shall be compensated at straight time for the first hour, time and one-half (1 ½) for the next four (4) hours, and double time (2X) for any additional hours in any one work day.

ARTICLE 13 – HOLIDAYS

13.01 The Employer recognizes the following as Paid Holidays for Employees covered by this Collective Agreement:

New Year's Day	National Day for Truth and Reconciliation
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	

Employees on layoff during July/August shall not be paid for Canada Day unless it falls on a working day and they work on the first normal working day following Canada Day.

Where Remembrance Day falls on a day that is normally a day off for an Employee, no pay or day off in lieu for the holiday shall accrue.

13.02 In order to be paid for a holiday, an Employee must be at work or on approved leave of absence with pay on the last normal working day before and the first normal working day following the Paid Holiday.

ARTICLE 14 – VACATION

14.01 During the first two years of service Employees shall be entitled to two weeks of vacation with pay to be paid on the basis of 4% of regular earnings. After two (2) years of service Employees shall be entitled to three weeks of vacation to be paid on the basis of 6% of regular earnings. After eight (8) years of service Employees shall be entitled to four (4) weeks of vacation with pay to be paid on the basis of 8% of regular earnings. After seventeen (17) years of service Employees shall be entitled to five (5) weeks of vacation with pay to be paid on the basis of 10% of regular earnings. The above increments are reflected in the following table for ease of reference:

1 st to 2 nd year of employment	4% of regular earnings
3 rd to 8 th year of employment	6% of regular earnings
9 th to 17 th year of employment	8% of regular earnings
18 th year of employment onward	10% of regular earnings

ARTICLE 15 – SICK LEAVE

15.01 Sick leave is defined as a period of time an Employee is absent from work for the purpose of obtaining medical or dental treatment or on account of injury, illness or disability which that Employee is not eligible for Workers' Compensation.

15.02 (a) Sick leave credits shall begin to accumulate upon commencement of employment at a rate of point seven five (0.75) working days but will not be accessible until the *completion of six (6) months of service.

*Note – this change will be effective following ratification.

(b) Following completion of twelve (12) months of service, sick leave credits will accrue at the rate of 1.5 work days for each full month worked thereafter.

(c) Sick leave credits can accrue to a maximum of seventy (70) work days.

(d) Sick leave credits are earned on a pro rata basis based on full-time equivalency.

(e) An Employee may use up to two (2) days' sick leave credit per calendar year to care for family members as defined in Article 16.01 (a).

15.03 The daily rate of sick leave pay shall be 100% of regular rate of pay.

15.04 If sick or disabled for more than three (3) consecutive days Employees may be asked to produce a certificate from a physician or dentist designated by the Employer attesting to the illness or disability claimed. Costs incurred to obtain the certificate shall be borne by the Employer.

15.05 A record of unused sick leave will be maintained by the Employer. Employees will be advised at the end of January of the amount of unused sick leave to each Employee's credit, as of December 31 of the prior year.

15.06 Upon resignation or dismissal, all unused sick leave shall be cancelled.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 Critical Illness Leave and Bereavement Leave

Leave of absence for the purpose of critical illness and bereavement shall be granted with pay under the following conditions:

- (a) Up to three (3) school days for the critical illness and five (5) school days for the death, of an Employee's spouse, son or daughter, parent, brother, sister or parent of spouse;
- (b) Up to three (3) school days for the critical illness and three (3) school days for death of grandparent, grandchild, grandparent of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other relative who is a member of the Employee's household.

Those days referred to in clause 16.01 may be extended at the discretion of the Employer should additional time be required for travel or other extenuating circumstances.

Before payment is made under this Article, the Employer may require a medical certificate stating that critical illness was the reason for the absence. Critical illness when used in this Collective Agreement shall mean a life threatening illness requiring the attendance of the Employee in a care giving capacity.

16.02 Collective Bargaining Leave

- (a) The Employer will allow time off without pay and without benefits for up to two (2) Employees to serve as permanent members of the Local Union Collective Bargaining Committee. During a leave of absence granted pursuant to this clause, the Employee shall claim wages and benefits applicable to the period of leave and the Union shall reimburse the Employer.
- (b) Members of the Local Union Collective Bargaining Committee may be increased to more than two (2) Employees by mutual agreement of the Employer and the Union. The provisions of clause 16.02 (a) shall apply to any leave granted under this sub-clause.

16.03 Union Leave

Upon request to the Employer, leave of absence without pay and without benefits shall be allowed Employees to attend meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies, and any Labour organization with which the Union is affiliated. During a leave of absence granted pursuant to this clause, the Employee shall claim wages and benefits applicable to the period of leave and the Union shall reimburse the Employer. Granting leave under this clause shall be subject to the operational needs of the Employer.

16.04 Court Leave

Leave with pay shall be granted to Employees subpoenaed or summoned to appear for jury or witness duty, for other than a case instituted by the Employee, and the Employee shall forward any witness or jury pay to the Employer.

16.05 General Leave

- (a) Additional leave for any other purpose may be granted at the discretion of the Employer:
 - (i) with pay and with benefits,
 - (ii) with pay, and without benefits,
 - (iii) without pay and with benefits, or
 - (iv) without pay and without benefits.
- (b) Provided an Employee has the required qualifications:
 - (i) where the approved leave is for six (6) months or less, an Employee returning from leave of absence is entitled to return to their previous position or a position in the same classification if their previous position no longer exists.
 - (ii) where the approved leave is greater than six (6) months, an Employee is entitled to return to a similar position with the Employer if available, or the next available vacancy in a similar position.

16.06 Maternity Leave

An Employee shall be granted Maternity Leave in accordance with the Employment Standards Code. During the currency of the statutory maternity leave the Employer will continue the Employee's participation in the insurance benefit plans in accordance with the provisions of the plan and will continue to pay its portion of the premiums.

During the health related portion of maternity leave the Employee shall access the Employer's 95% supplementary unemployment insurance benefit (S.U.B.) plan in lieu of salary to the maximum of their accumulated sick leave entitlements.

16.07 Parental Leave

An Employee shall be granted parental leave in accordance with the Employment Standards Code. During the currency of the statutory parental leave the Employee shall have the option of maintaining, at the Employees own expense, participation in the various insurance plans in accordance with the provisions of the plan.

16.08 Adoption Leave

An Employee shall be granted adoption leave in accordance with the Employment Standards Code. During the currency of the statutory adoption leave the Employee shall have the option of maintaining, at the Employee's own expense, participation in the various insurance plans in accordance with the provisions of the plan.

16.09 Personal Leave

Upon request to the principal, with two (2) weeks of notice where possible, an Employee shall be granted personal leave each school year as follows:

An Employee employed for over one hundred (100) work days in a school year	Two (2) personal leave days
An Employee employed for sixty-one (61) work days to one hundred (100) work days in a school year	One (1) personal leave day
An Employee employed for sixty (60) work days or less in a school year	Zero (0) personal leave days

Personal leave may be denied where circumstances put such a leave in conflict with the interests of the school.

An Employee may carry forward one (1) unused personal leave day from the current school year to be used in the next school year.

16.10 Job Protected Leaves

The Employer recognizes that Employees within this Agreement are entitled to access to unpaid Job Protected Leaves as outlined in the *Alberta Employment Standards Code* to deal with personal and life events, unless otherwise outlined in this Agreement.

Examples of these leaves include: Domestic Violence, Maternity and Parental Leave (including loss of pregnancy leave), Citizenship Ceremony, Reservist Leave, other leaves not addressed in this Agreement.

ARTICLE 17 – OCCUPATIONAL HEALTH AND SAFETY

17.01 The Union and the Employer shall cooperate in continuing and perfecting the safety measures now in effect.

17.02 The Employer and the Union agree that Occupational Health and Safety is a paramount concern and recognize the rights of Employees to have a safe working environment.

To achieve this goal, two (2) representatives of the Union, elected by the membership, shall participate in the Joint Occupational Health and Safety Committee as outlined in the *Alberta Occupational Health and Safety Act*.

ARTICLE 18 – PAYMENT OF WAGES

- 18.01 Pay day shall be the third to last banking day of each month. Pay shall be in accordance with Schedule "A" of this Collective Agreement.
- 18.02 Employees shall, upon their request, have their base salary paid over a twelve (12) month period.

ARTICLE 19 – PENSION PLAN

- 19.01 It is agreed that the present pension plan with the Local Authorities Pension Plan will be continued.

ARTICLE 20 – MANAGEMENT RIGHTS

- 20.01 Except as otherwise specifically limited by the express provisions of this Collective Agreement, the Union recognizes that the Employer shall have the sole and exclusive right to determine all matters pertaining to the conduct of its management of the Employer and its affairs, and that the direction of the working forces is fixed exclusively in the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:
- (a) maintain order and efficiency;
 - (b) hire, retire, discharge, promote, demote, classify, transfer, lay off, recall, suspend or otherwise discipline Employees;
 - (c) make and enforce, and alter from time to time rules and regulations to be observed by the Employees.

ARTICLE 21 – BENEFITS

- 21.01 (a) The Employer will provide the following benefits, subject to the terms and conditions of the applicable contracts and/or government regulations:
- Life & Accidental Death/Dismemberment – Plan 2
 - Extended Disability Benefit – Plan D
 - Extended Health Care – Plan 1
 - Dental Care – Plan 3
 - Vision Care – Plan 3
- (b) The Employer will pay 90% and Employees shall pay 10% of the premium costs for the benefits under clause 21.01 (a).

Effective September 1, 2025, the Employer will pay 95% and Employees shall pay 5% of the premium costs for the benefits under clause 21.01 (a).

Effective September 1, 2026, the Employer will pay 100% of the premium costs for the benefits under clause 21.01 (a).

- 21.02 (a) It shall be a condition of employment for all Employees to participate in the Alberta School Employee Benefit Plan (ASEBP).
- (b) In accordance with the terms of the insurance carriers, an Employee may be exempted from participation in the Extended Health Care plan, the Dental plan, or the Vision Care plan provided the Employee provides proof of participation in these or similar plans elsewhere.
- (c) Nothing in this Collective Agreement precludes the Employer from securing a benefit plan through an alternate carrier, provided the overall plan is considered equivalent or greater to that provided for in this Collective Agreement. Should the Employer choose to change benefit carriers, they shall notify the Union in writing with a minimum of thirty (30) calendar days of notice.
- 21.03 The Employer agrees to continue its portion of premium contributions toward the benefit plans while an Employee is receiving sick leave pay or is on a leave of absence of thirty (30) days or less. Thereafter, the Employer contributions shall cease and the Employee may maintain coverage by paying 100% of the premium contributions, provided the policies of the insurance carrier(s) permit.

ARTICLE 22 – TERM OF COLLECTIVE AGREEMENT


- 22.01 (a) Unless otherwise specifically provided for in this Collective Agreement, this Collective Agreement shall be binding and remain in effect from September 1, 2024 to August 31, 2028, and shall continue from year to year thereafter, unless either party gives to the other party notice in writing, not more than one hundred and twenty (120) days and not less than sixty (60) days from the termination date in the year that it desires its termination or amendment.
- (b) Either party desiring to propose changes or amendment to this Collective Agreement shall within the above stated period, give notice in writing to the other party with a list of the changes or amendments proposed.
- (c) Any changes deemed necessary to this Collective Agreement may be made by mutual agreement at any time during the existence of this Collective Agreement.

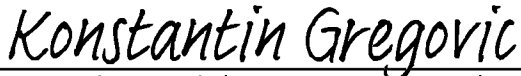
May 27, 2025

THIS COLLECTIVE AGREEMENT SIGNED ON: _____

**ON BEHALF OF CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 4306**

**ON BEHALF OF THE CANADIAN
ROCKIES SCHOOL DIVISION**

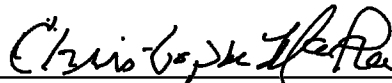

Kris Briden (May 26, 2025 16:10 MDT)


Konstantin Gregovic (May 22, 2025 15:55 MDT)

Kris Briden, President CUPE Local 4306

Konstantin Gregovic, Secretary/Associate
Superintendent


Donna McCuaig (May 27, 2025 10:54 MDT)



Christopher MacPhee (May 26, 2025 15:07 MDT)

Donna McCuaig, CUPE Local 4306

Christopher MacPhee, Superintendent



Joanne Pasemko, CUPE Local 4306


Jackie Roe (May 27, 2025 12:20 MDT)

Jacqueline Roe, CUPE National Representative

SCHEDULE A – HOURLY RATES

Effective September 1, 2024 – 3%

JOB TITLE	HOURLY RATES			
	Effective September 1, 2024			
	Start	After 1 year of service	After 3 years of service	After 5 years of service
ASL Interpreter	34.06	37.83	39.35	40.93
Network Support Analyst	31.23	34.67	36.10	37.51
Administrative Assistant	23.90	26.56	27.67	28.76
Library Technician				
Education Assistant	23.56	26.16	27.19	28.29
Career Practitioner				
Accounts Payable	23.56	26.16	27.19	28.29
Desktop Support Analyst	23.56	26.16	27.19	28.29
Signing EA / Indigenous Language Instructor	27.39	29.98	31.19	32.45
Clerk Typist				
Library Clerk	18.97	21.10	21.94	22.81

Effective September 1, 2025 – 3% or \$1.25/hour, whichever is greater

JOB TITLE	HOURLY RATES			
	Effective September 1, 2025			
	Start	After 1 year of service	After 3 years of service	After 5 years of service
ASL Interpreter	35.31	39.08	40.60	42.18
Network Support Analyst	32.48	35.92	37.35	38.76
Administrative Assistant	25.15	27.81	28.92	30.01
Library Technician	24.81	27.41	28.44	29.54
Education Assistant				
Career Practitioner				
Accounts Payable	24.81	27.41	28.44	29.54
Desktop Support Analyst	24.81	27.41	28.44	29.54
Signing EA / Indigenous Language Instructor	28.64	31.23	32.44	33.70
Clerk Typist	20.22	22.35	23.19	24.06
Library Clerk				

Effective September 1, 2026 – 3%

JOB TITLE	HOURLY RATES			
	Effective September 1, 2026			
	Start	After 1 year of service	After 3 years of service	After 5 years of service
ASL Interpreter	36.37	40.25	41.81	43.45
Network Support Analyst	33.45	37.00	38.47	39.93
Administrative Assistant	25.90	28.65	29.78	30.91
Library Technician	25.55	28.23	29.30	30.43
Education Assistant				
Career Practitioner				
Accounts Payable	25.55	28.23	29.30	30.43
Desktop Support Analyst	25.55	28.23	29.30	30.43
Signing EA / Indigenous Language Instructor	29.50	32.17	33.41	34.71
Clerk Typist	20.83	23.03	23.88	24.79
Library Clerk				

Effective September 1, 2027 – 3% or \$1.25/hour, whichever is greater

JOB TITLE	HOURLY RATES			
	Effective September 1, 2027			
	Start	After 1 year of service	After 3 years of service	After 5 years of service
ASL Interpreter	37.62	41.50	43.07	44.75
Network Support Analyst	34.70	38.25	39.72	41.18
Administrative Assistant	27.15	29.90	31.03	32.16
Library Technician	26.80	29.48	30.55	31.68
Education Assistant				
Career Practitioner				
Accounts Payable	26.80	29.48	30.55	31.68
Desktop Support Analyst	26.80	29.48	30.55	31.68
Signing EA / Indigenous Language Instructor	30.75	33.42	34.66	35.96
Clerk Typist	22.08	24.28	25.13	26.04
Library Clerk				

LETTER OF UNDERSTANDING #1

BETWEEN

CANADIAN ROCKIES SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4306

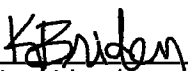
RE: LAND ACKNOWLEDGEMENT FOR PREAMBLE

The Parties acknowledge a shared commitment to engage with the Truth and Reconciliation Calls to Action. Efforts should include engagement with stakeholders to deepen our mutual understanding of Indigenous peoples, cultures, histories and worldviews.

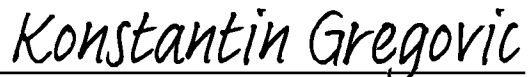
As such, the Parties agree to engage in a discussion with the School Division's Indigenous Stakeholders in order to develop a Land Acknowledgement that will authentically recognize the Truth and Reconciliation Calls to Action. The Parties will complete this engagement prior to December 31, 2025.

FOR THE UNION

FOR THE EMPLOYER



Kris Briden (May 26, 2025 16:10 MDT)



Konstantin Gregovic (May 22, 2025 15:55 MDT)

LETTER OF UNDERSTANDING #2

BETWEEN

CANADIAN ROCKIES SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4306

RE: VIOLENCE AND HARASSMENT IN THE WORKPLACE

The Employer and the Union are committed to a safe, positive work environment for all staff and all Employees have a responsibility to ensure a safe workplace.

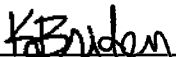
The Parties agree that violence, harassment and working alone should be a key focus of the Occupational Health and Safety Committee (OHSC).


In considering these matters, the OHSC may make recommendations to the Superintendent on potential amendments to Employer policies, the Occupational Health and Safety Manual, and Administrative Procedures on Occupational Health and Safety.

This Letter of Understanding will be a standing item on the OHSC meeting agendas and will expire August 30, 2028.

FOR THE UNION

FOR THE EMPLOYER


Kris Briden (May 26, 2025 16:10 MDT)


Konstantin Gregovic (May 22, 2025 15:55 MDT)